

LIMITED PARTNERSHIP AGREEMENT

OF

RZ MENDOZA FAMILY LIMITED PARTNERSHIP

This Limited Partnership Agreement, made and entered into as of the 4th day of
APRIL, 2005, by and among the following General Partners:

REY Z. MENDOZA

and the following Limited Partners:

R&W MENDOZA TRUST

In consideration of the mutual covenants herein, the Parties hereby form a limited Partnership upon the following terms and conditions:

ARTICLE I

BASIC STRUCTURE

1.1. Formation. The Parties hereby form a Limited Partnership pursuant to the Limited Partnership Act of the Commonwealth of Virginia.

1.2. Partnership Name. The business of the Partnership shall be conducted under the name of RZ MENDOZA FAMILY LIMITED PARTNERSHIP.

1.3. Business and Purpose. The business and purpose of the Partnership shall be to engage in any lawful act or activity in which a partnership may engage, including, but without limitation, to engage generally in any and all phases of the business of owning, holding, managing, controlling, acquiring, purchasing, disposing of or otherwise dealing in or with any interests or rights in any real or personal property, directly or through one or more other partnerships or other entities or arrangements.

1.4. Principal Place of Business. The principal place of business of the Partnership shall be at Fairfax County, Commonwealth of Virginia, or at such other place as the General Partners may from time to time designate.

1.5. Term. The Partnership shall commence on the date first above written and shall continue for 25 years, unless sooner terminated by law or as herein provided.

3.3. Accounting Year. The Partnership's fiscal year shall commence on January 1st of each year and shall end on December 31st of each year.

3.4. Method of Accounting. The Partnership shall maintain its accounting records in accordance with generally accepted accounting principles and shall report for income tax purposes on the cash basis.

3.5. Books and Records. The General Partners shall maintain the books and records of the Partnership at the principal place of business. Each Partner shall have access to such books and records and shall be entitled to examine them at any time during the Partnership's ordinary business hours.

3.6. Annual Statements. At the end of the year, the General Partners shall cause the Partnership's accountant to prepare a balance sheet setting forth the financial position of the Partnership as of the end of that year and a statement of operations (income and expenses) for that year. A copy of the balance sheet and statement of operations shall be delivered to each Partner as soon as it is available. Copies of all income tax returns filed by the Partnership also shall be furnished to all Partners.

Each Partner shall be deemed to have waived all objections to any transaction or other facts about the operation of the Partnership disclosed in the balance sheet, statement of operations and income tax returns unless he or she shall have notified the General Partners in writing of his or her objections within thirty (30) days of the date on which each such document is mailed.

ARTICLE IV

ADMINISTRATIVE PROVISIONS

4.1. Management. The business of the Partnership shall be under the exclusive control of the General Partners who shall act by a majority vote in all business affairs. For these purposes each General Partner shall have one vote. The Limited Partners shall not participate in the management of the business of the Partnership.

4.2. Time Devoted by General Partners. The General Partners are required to devote to the business of the Partnership such time as is reasonable and prudent.

4.3. Conflicts of Interest. Partners may engage in or possess interests in other business ventures of every kind and description for their own accounts. Neither the Partnership nor any of the Partners shall have any rights by virtue of this Agreement in such independent business ventures nor to the income nor profits derived therefrom.

4.4. Powers of the General Partners. The General Partners shall have the authority to exercise the powers reasonably necessary in order to pursue the Partnership's purposes including, but not limited to, the following:

- a. To obtain, sell, convey, mortgage, encumber, lease, exchange, pledge, partition, plat, subdivide, improve, repair, surrender, abandon or otherwise deal with or dispose of any and all real property of whatsoever character and wheresoever situated at such time or times and in such manner and upon such terms as the General Partners deem expedient and proper. To give options therefore, to execute deeds, transfers, leases, pledges, mortgages, and other instruments of any kind. Any leases and contracts may extend beyond the term of the Partnership.
- b. To acquire any personal property for the use of the Partnership.
- c. To purchase, invest in, or otherwise acquire, and to retain, any and all stocks, bonds, notes, or other securities, or any variety of real or personal property, including stocks or interests in investment trusts and common trust funds operated and managed by a corporate trustee.
- d. To sell, transfer, assign, convey, lease, exchange, or otherwise dispose of any or all the assets of the Partnership upon such terms and conditions as the General Partners deem advisable, including a deferred payment sale or an exchange for other assets of any kind.
- e. To place record title to, or the right to use, Partnership assets in the name of a General Partner or the name of a nominee for any purpose convenient or beneficial to the Partnership.
- f. To open and to close checking accounts, savings accounts and safety deposit boxes in banks or similar financial institutions, with or without indication of any fiduciary capacity. To deposit cash in and withdraw cash from such accounts and boxes, with or without any indication of any fiduciary capacity. To hold such accounts and securities in bearer form, or in the name of a General Partner or in the name of a nominee, with or without indication of any fiduciary capacity.
- g. To borrow money upon terms acceptable to the General Partners from any person or entity, to pledge or mortgage any property as security therefore and to renew any indebtedness incurred by the General Partners.
- h. To employ brokers, consultants, attorneys, accountants, architects, engineers, property managers, leasing agents and other agents, persons or entities deemed appropriate to the conduct of the Partnership business, including, without limitation a General Partner, any persons or entities related to a General Partner, or in which a General Partner has an interest.
- i. To adjust, arbitrate, compromise, sue, defend, settle, abandon or otherwise deal with any and all claims in favor of or against the Partnership.
- j. To acquire and enter into any contract of insurance which the General Partners deem necessary and proper for the protection of the Partnership, for the conservation or its assets, or for any purpose convenient or beneficial to the Partnership.
- k. To execute and deliver on behalf of the Partnership such documents or instruments as the General Partners deem appropriate in the conduct of the Partnership business. No person,